

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re: 22-40693

CSP

d/b/a

Solar Wolf Energy

Debtor

FILING FEE NOT PAID

Chapter
Case No.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Pursuant to 11 U.S.C. §362(d)(1), Fed. R. Bankr. P. 4001(a) and Local Rule 27, _____ (Collectively "Movants") move the Court to lift the automatic stay according to Solar Wolf Energy ("Debtor") in order to allow Barbara Lavoine to arbitrate the dispute with the Debtor within a private arbitration services program ("Program"), approved by the Director of the Office of Consumer Affairs and Business Regulation pursuant to M.G.L. c. 142A, §4. Under the Program, the Movants may recover \$3,644.40 unsecured claim in full from non-Debtor funds held by the Massachusetts Residential Contractor's Guaranty Fund ("Fund"), established pursuant to M.G.L. c. 142A §5. In support, the Movants say:

I.
FACTS

1. The Debtor, a registered Massachusetts home improvement contractor, filed his voluntary Chapter 7 petition on 9/23/22.
2. The Debtor agreed to perform home improvements on Movants' residence, located at 16 Still Brook Rd, South Yarmouth, MA 02664 ("Property") per a written contract dated 3/31/2022 ("Contract"). The Debtor failed to perform under the Contract in a workmanlike manner, resulting in damages to the Property exceeding \$ _____ which are the basis of Movants' claim. A true and correct copy of the Contract is attached as Exhibit "A".
3. The Movant(s) did not obtain a pre-petition judgment on their claim from a court of competent jurisdiction.

II.
ARGUMENT

4. The Massachusetts Legislature created the Fund in order to compensate homeowners (up to a maximum of \$10,000.00):

for actual losses incurred by them as a result of registered contractor or subcontractor conduct which has been found by a court of competent jurisdiction to be work performed in a poor or unworkmanlike manner or which is a common law violation or a violation of any statute or regulation designed for the protection of consumers...provided, however, that the owner has exhausted all customary and reasonable efforts to collect the judgment but the contractor has filed for bankruptcy, fled the jurisdiction or the owner is otherwise unable to collect such judgment after execution.

M.G.L. c. 142A §5.

Thus, in order to make a claim against the Fund, Movant(s) must first obtain either a state court judgment, or obtain an arbitration award under the Program and have that award confirmed by a court pursuant to M.G.L. c.251. See 201 CMR §14.00 et seq.

5. Inasmuch as the Movant(s) did not obtain a pre-petition judgment against the Debtor, the Court should grant the Movant(s) relief from the automatic stay for "cause" under 11 U.S.C. §362(d)(1) so that Movant(s) may proceed with arbitration under the Program, and, if successful, confirm the arbitration award pursuant to M.G.L. c. 251. Such arbitration will provide an inexpensive forum in which the parties may liquidate the Movants' claim. If the Movant(s) successfully liquidate their claim in arbitration, confirm the award, and otherwise qualify for payment from the Fund, Movant(s) will seek payment from the Fund. Pursuant to M.G.L. c. 142A §8, the Commonwealth will be subrogated to the Movant(s)'s claim and, therefore, receive *pari passu*, payment from the Debtor's estate, assuming any dividend is available.
6. PER LOCAL RULE 27(D)(1), FAILURE TO OPPOSE THIS MOTION WITHIN TEN (10) DAYS OF SERVICE MAY RESULT IN THE COURT'S GRANTING THE REQUESTED RELIEF WITHOUT HEARING.

WHEREFORE, Barbara Lavoine pray that the Court enter an order granting them: (i) relief from the automatic stay so that they may pursue their remedies under M.G.L. c. 142A and 201 CMR14.00; and (ii) such other relief to which they may be entitled.

Respectfully submitted,
Barbara Lavoine

By: 

CERTIFICATE OF SERVICE

The undersigned certifies that on Rhino true and correct copies of the foregoing motion were served via United States mail, First Class postage pre-paid, upon the individuals listed below.



SOLAR WOLF
ENERGY inc.

Home Improvement Contract

Contact Information

Email	techie157@yahoo.com	zeke.i@solarwolfenergy.com
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System Information

System Size: 4,690 kwh Current Annual Electric Use (kWh): 3434kwh
 Module Make & Model: SPWR X21 335 Inverter Manufacturer: Enphase IQ 7+
 Module Count: 14 Inverter Count: 14
 Include 10 Year Online Monitoring: ☒ YES ☐ NO
 Connection method if not standard offering: _____
 Electrical Panel Upgrade: YES ☒ NO
 Roof Replacement: ☐ YES ☒ NO
 Tree Removal: YES ☒ NO How many: _____
 Additional Notes: _____

PAYMENT INFORMATION

Total Project Cost (\$): 12,148 Payment Method: ☒ Cash ☐ Finance
 Financed Amount (\$): _____ Finance Company: _____
(If Different than Total Cost):
 Loan Term: _____ Years Interest Rate (%): _____

Cash Payment Schedule (Not Applicable If Financing):

• 30% Due at Signing of Contract *	\$ <u>3,644.40</u>	Customer Initial <u>B L</u>
• 30% Due at Filing of Permits	\$ <u>3,644.40</u>	Customer Initial <u>B L</u>
• 30% Due at Start of Installation	\$ <u>3,644.40</u>	Customer Initial <u>B L</u>
• 10% Due at System Commissioning	\$ <u>1,214.80</u>	Customer Initial <u>B L</u>

*(initial deposit not to exceed 1/3 of the Contract Price or the cost of special-order items, whichever is greater).

A failure to make payment for a period in excess of ten (10) days from the due date shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Owners will be responsible for any and all costs resulting from the delays or stoppage including but not limited to any increase



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The Owner or the Owner's representative must be at the property during all installation work and has full authority to make decisions on the Owner's behalf should any problems arise. This includes but is not limited to module placement, wire management, equipment management, and more. If the Owner is financing the system, the Owner agrees to be present for the duration of the installation to sign the financing completion certificate upon completion of the work. If the completion certificate is not signed upon completion of installation, final inspections will not be scheduled.

Owner authorizes Contractor the right to display signs and advertise at the job site from date of execution of this contract and continuing until 60 days after completion.

CHANGE ORDERS: Upon reasonable request of Owners, Contractor may, at Contractor's sole discretion, make changes, additions, or alterations of the Work, and the Contract Price and Substantial Completion time will be modified and set out in a written Change Order signed by both Owners and Contractor. Such Change Orders shall become part of this Contract. Owners agrees to pay any increase in the cost of the Project as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owners shall pay the actual cost whether or not it is in excess of the estimated cost. Owners agree to make requests concerning any changes, additions, or alterations in the Work, directly to Contractor and not to workers, including subcontractors, on the Work Site.

Change order work will be billed at \$120 per hour plus materials and will be due at the time of final invoice.

If the Owner(s) refuse to pay for any Change Orders by the payment due date, the Owner(s) will be deemed in breach of this Agreement and the Contractor may stop work at any time and recover the amounts owed and shall be entitled to recover its costs of collection, including its reasonable attorney's fees.

Any increase in the Scope of Work set forth in this Agreement which is required by plan checkers or field inspectors with city or county building/planning departments or required due to any "Hidden Conditions" as defined below, will be treated as additional work to this Agreement for which the Contractor will issue a change order. If any structural upgrades are deemed necessary by a third-party engineer, there will be an additional cost assessed, discussed and agreed upon with the customer. Prices may also fluctuate due to government-enforced tariffs.

Any increase in the cost of materials of ten (10%) or more from the date the contract is signed, shall entitle the Contractor to issue a change order that increases the Contract Price.

LEDGE OCCURRENCE (GROUND MOUNTS): This agreement does not include an amount to be assessed for the presence of ledge. Ledge is identified as any rock that is larger than 1 cubic yard in size. Ledge will impact cost and time since with ground mounts, the need to excavate the material is unseen and underground. If ledge is discovered, it will be shown to the Owner and a cost estimate for its removal will be made at that time.

HIDDEN OR UNFORSEEN CONDITIONS: The parties hereby acknowledge that in certain remodeling work, the demolition of portions of the pre-existing structure may reveal additional defects, conditions or the need for additional work that could not have been identified by Contractor with reasonable diligence ("Hidden Defects") which must be repaired, altered or carried out in order to commence or to complete the Scope of Work. Further, as result of such Hidden Defects, the Substantial Completion date and total Agreement price may need to be modified. Any additional work required will result in the issuance of a written change order. The parties agree such modifications are not avoidable and shall not be considered a breach of this Agreement.

Solar Wolf Energy is not responsible for any pre-existing conditions that are not in compliance with applicable building and energy codes. Any necessary upgrades are the sole responsibility of the Owner.

ONLINE MONITORING: For online monitoring, Solar Wolf Energy uses the SolarEdge, Sunpower, and factory provided cellular kits with all installations. This device updates every two to six hours. If Owner requests a direct wire



or any different type of connection, there will be an additional time and material charge. Solar Wolf Energy reserves the rights to the online monitoring platform until final payment has been received from the Owner. Upon receipt, Solar Wolf Energy will release the online monitoring platform to the Owner.

INSURANCE: The Contractor agrees to carry liability insurance as is necessary to protect the Contractor, his employees, subcontractors and the Owner(s) from claims for bodily injury, including death, which may arise from the performance of this Agreement by the Contractor. The Contractor hereby warrants that all employees and subcontractors under its supervision performing Work at the Premises are covered by workers' compensation insurance. Contractor shall furnish certificates of insurance to Owner(s) upon request.

The Owner(s) will purchase, effect and maintain property insurance for all the Work to be performed under this Agreement. The policy shall be a Homeowner's or Contractor's Risk type on a replacement cost basis, "Special Form." The policy shall be equal to the full insurable value of the Work. The coverage shall not necessarily extend to tools and equipment of the Contractor, subcontractors of any tier, or property owned by employees of any of them, vehicles of any kind, or drawings or specifications. However, the Owner(s) agree to use ordinary care in the storage of tools and equipment of the Contractor, subcontractors of any tier, and job materials and supplies located on the Premises for the duration of this Project. This Insurance shall include the interests of the bank, or other mortgage holder, if applicable, and the Owner shall insure against "all risks" of physical loss or damage.

In addition to Owner(s) usual property and liability insurance, Owner(s) agree to carry insurance in amounts sufficient to cover claims, of any nature, arising out of or relating to existing or newly constructed structures, or any portions thereof. Said insurance shall also include, but is not limited to, coverage for materials and fixtures, delivered, installed, placed or erected at the Premises or at any temporary location. Such insurance shall provide complete replacement for damaged or lost property due to fire, theft, vandalism and all "extended perils."

ARBITRATION

The Contractor and the Owner(s) hereby mutually agree in advance that in the event that one of the parties hereto has a dispute concerning this Agreement, either party submit such dispute to a private arbitration service which has been approved by the Office of Consumer Affairs and Business Regulation and the other party shall be required to submit to such arbitration as provided in MGL c.142A.

To the fullest extent permitted by law, each of the parties hereto shall be entitled to have any claims against it decided in arbitration, even if one party initiates an action in the courts. In such event, at either party's option, the court action shall be stayed while the matter is decided in arbitration. The prevailing party in any arbitration may petition a Court of competent jurisdiction for enforcement of such decision.

As long as both parties agree, they may at any time and without consequence opt out of this Arbitration agreement and seek redress in any court of competent jurisdiction.

Notwithstanding the foregoing, to the fullest extent permitted by law any controversy or claim arising out of or related to this Agreement involving an amount of less than \$7,000 (or the maximum limit of the court) may be heard in the Small Claims Division of the Municipal Court in the county where the Premises are located and judgment upon an award in Small Claims Court may be entered in any Court having jurisdiction thereof.

NOTICE: The signatures of the parties apply only to the agreement of the parties to alternate dispute resolution initiated by the Contractor. The Owner(s) may initiate alternative dispute resolution even where this section is not signed separately by the parties.

We, Solar Wolf Energy, Inc. and the Owner(s), have read the above Arbitration Agreement and understand its terms and both have signed it as our free act and deed.



SOLAR WOLF
ENERGY inc.

771 Washington Street

Auburn, MA 01501

Toll Free: (888) 878-4396

www.solarwolfenergy.com

Barbara Lavoine

03 / 31 / 2022

Owner Name:

Date

Owner Name:

Date

Zeke Ichni

03 / 31 / 2022

Sales Consultant Name:

Date

COVID-19 RELATED CLAUSES

The Parties acknowledge that the ongoing COVID-19 epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in Contractor's (or its subcontractors' or suppliers') ability or capacity to perform the contracted work and/or to produce, deliver, install or service any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by Contractor (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of Contractor's (or its subcontractors' or suppliers') employees. The Parties therefore recognize that such circumstances shall be considered as a cause for excusable delay and shall not expose Contractor to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default, provided that Contractor shall take all reasonable efforts to mitigate such delays or impacts.

Should the Contractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any governmental directive or order in no way chargeable to the Contractor, or by any extraordinary conditions arising out of war, government regulations, state or national emergency, global health pandemic, additional health or safety regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, then Contractor shall be entitled to an extension of time.

Contractor remains responsible for compliance with all applicable federal, state and local laws, rules, regulations and guidance involving health and safety, including, but not limited to, those laws, rules, regulations and guidance issued by the Center for Disease Control, OSHA and other federal, state and local governmental authorities in response to COVID-19. This includes, but is not limited to, implementing social distancing measures and acquiring, providing and properly using any personal protective equipment, as mandated by federal, state and local laws. Contractor shall implement such safety measures to fight the spread of COVID-19 during the entire duration of the Project without additional compensation.

The parties waive all claims for transmission of COVID-19 against each other.

RIGHT OF CANCELLATION: Owner(s) may cancel this Agreement at any time prior to midnight of the third business day after the date of this transaction. Such cancellation must be done in writing by executing the Notices of Cancellation attached hereto.

The Contractor may thereafter recover the cost of all unpaid labor and materials for all Work incorporated into the Project (whether invoiced or not) plus reasonable overhead and profit.

OWNER'S RIGHT TO REGISTRATION INQUIRY: Subject to certain exceptions, all home improvement contractors and subcontractors shall be registered and any inquiries about a Contractor or subcontractor relating to a registration should be directed to:



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771 Washington Street

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Office of Consumer Affairs and Business Regulation
501 Boylston Street, Suite 5100
Boston, MA 02116
617-973-8787 or 888-283-3757

LIMITED WARRANTY: Contractor expressly warrants its workmanship and labor for twenty five (25) years from the date of substantial completion of the work. As a condition precedent to entitlement to this warranty, Owner must be in full compliance with all terms of the contract, including payments due hereunder and any notice requirements. Owner shall look to the warranty, if any, provided by the manufacturer for any other warranties regarding the product.

This Limited Warranty is the only warranty, expressed or implied that the Contractor gives. Contractor disclaims, and Owner(s) waive all other warranties, express or implied, including but not limited to the warranties of habitability, merchantability, fitness of purpose and any warranties that could be construed to cover the presence or absence of radon or other hazardous materials. The only warranties Contractor provides to the Owner(s) are those contained in this Limited Warranty. The extent of liability under this Limited Warranty is limited to the repair of defects in workmanship and materials or the replacement of defective materials provided by the Contractor.

This Limited Warranty is given by the Contractor to the Owner(s) of the premises only and is transferable to new home owners in the event of the sale of property.

Owner(s) agree that any removal, adjustments or tampering with any Work or product supplied in this Agreement will be considered breach of contract, and any warranty provided will become null and void.

Owner(s) shall allow any Contractor, or any of its representatives the right to remedy any such problem that may arise from workmanship or defects and any refusal to do so by Owner(s) shall be considered to be a breach of this Agreement.

Solar Wolf Energy is in not responsible for any and all rebates, incentives and credits.

Load calculations and generation projections are not guaranteed by Solar Wolf Energy. The solar consultant signed acts as an independent agent and utilizes Solar Wolf Energy to install the solar system.

Any leaks are not the responsibility of Solar Wolf Energy if the roof has been installed by, altered, or redone by someone other than Solar Wolf Energy or its related companies.

Any and all existing equipment that is powered or not, regardless of source of power, is the sole responsibility of the property owner/contract signer. Solar Wolf Energy is not responsible for any repowering, restarting, or ensuring any resets are needed.

The Contractor will not be responsible for any damages caused by mold, or any other agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects, unless the damages are caused by the gross negligence of Contractor or anyone acting by, for, or through the Contractor.

Solar Wolf Energy will not be held responsible for material shortages. Solar Wolf Energy may offer a replacement of equal value.

MISCELLANEOUS

(a) **Execution of Agreement:** This Agreement must be executed in duplicate and should not be signed until a copy of all exhibits and referenced documents have been attached. Work may not begin until both parties have received a fully-executed copy of this Agreement and the three-day rescission period has expired.



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- (b) Governing Law: The laws of the Commonwealth of Massachusetts shall govern all claims arising under this Agreement or concerning the Work performed on the Project. Any action brought under this Agreement or related to the Project shall be brought in the appropriate court in the Commonwealth of Massachusetts.
- (c) Notices: All notices shall be in writing and sent to the parties at the addresses enumerated herein or at such other addresses as either party shall from time to time designate by written notice to the other party. All notices shall be deemed duly given when delivered by certified mail, return receipt requested, by delivery service against receipt or date upon which delivery is refused, or by email with read receipt.
- (d) Successors and assigns: This agreement shall inure to the benefit of and be binding on the parties named herein and their respective successors and assigns.
- (e) No Assignment: Neither party may assign this Agreement without the express, written consent of the other party.
- (f) Integration: The parties acknowledge and declare that this Agreement (together with all the Exhibits hereto) contains the entire agreement between the parties, supersedes all prior negotiations between the parties and that there are no agreements, promises, terms, conditions or understandings and no representations or inducements leading to the execution hereof, express or implied, other than those herein set forth in this Agreement and that no oral agreement or prior written matter extrinsic to the Agreement shall have any force or effect. Any changes or alterations to this Agreement shall be valid and effective only if agreed upon in writing between the parties.
- (g) Severability: In the event that a provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- (h) Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The parties hereby agree that they have read and fully understand the above Agreement and that the terms and conditions described therein are satisfactory and are hereby accepted

DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES.

IN WITNESS WHEREOF, the parties have read the above Agreement and understand its terms and both have signed it as our free act and deed and have executed this Agreement as an instrument under seal as of the date first set forth above.

Barbara Lavoine

03 / 31 / 2022

Owner Name:

Date

Owner Name:

Date

Zane Idgha

03 / 31 / 2022

Sales Consultant Name:

Date

*Two identical copies of the Agreement with all attachments must be completed and signed.
The Owner(s) and Contractor shall each receive an original.*



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NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the date of the Residential Home Agreement, which was dated _____.

If you cancel, any property traded in, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the Contractor of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk.

If you do make the goods available to the Contractor and the Contractor does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram to:

Solar Wolf Energy, Inc.
771 Washington Street
Auburn, MA 01501

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

DATE

Owner Name:

[Two copies of this form to be attached to the Residential Contracting Agreement]



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Auburn, MA 01501

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If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk.

If you do make the goods available to the Contractor and the Contractor does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the Agreement.

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Solar Wolf Energy, Inc.
771 Washington Street
Auburn, MA 01501

NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

DATE

Owner Name:

[Two copies of this form to be attached to the Residential Contracting Agreement]



Audit Trail

TITLE Contract from Solar Wolf Energy
FILE NAME Barbara Lavoine Cash Contract.pdf
DOCUMENT ID c2e461c81b85e433d0894d7e11dacddaee314209
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS Signed

Document History



SENT

03 / 31 / 2022

21:25:50 UTC

Sent for signature to Barbara Lavoine (techie157@yahoo.com) and Zeke Idiagbonya (zeke.i@solarwolfenergy.com) from jereme.e@solarwolfenergy.com
IP: 96.32.125.114



VIEWED

03 / 31 / 2022

21:32:07 UTC

Viewed by Zeke Idiagbonya (zeke.i@solarwolfenergy.com)
IP: 75.143.54.181



SIGNED

03 / 31 / 2022

21:32:34 UTC

Signed by Zeke Idiagbonya (zeke.i@solarwolfenergy.com)
IP: 75.143.54.181



VIEWED

03 / 31 / 2022

21:39:15 UTC

Viewed by Barbara Lavoine (techie157@yahoo.com)
IP: 66.31.185.70



SIGNED

03 / 31 / 2022

21:51:10 UTC

Signed by Barbara Lavoine (techie157@yahoo.com)
IP: 66.31.185.70



COMPLETED

03 / 31 / 2022

21:51:10 UTC

The document has been completed.